

Waiver and Release of Liability Related to COVID-19

Each of the undersigned (collectively, “*Guest*”) is renting a hotel room during the COVID-19 pandemic from Surf Side, Inc., d/b/a Surf Side Hotel (the “*Hotel*”). Guest understands that there are many unknowns relating to the spread and transmission of COVID-19, and further understands that Hotel has taken a number of recommended precautions and procedures to minimize the risk of such spread and transmission. By signing below, Guest confirms that the Hotel has made its COVID-19 protocols and procedures available for review prior to Guest check-in.

The waiver, release and other representations and covenants set forth below are given by Guest in consideration for the Hotel permitting Guest to become a guest of the Hotel, have access to and use of certain common amenities and physical spaces in the Hotel, and occupy one or more of the guest rooms in the Hotel.

1. Acknowledgement and Assumption of Risk. Guest is fully aware that there are a number of risks associated with entering on the Hotel property, becoming a guest of the Hotel, using common amenities and physical spaces in the Hotel, and/or occupying a room or rooms at the Hotel during the COVID-19 pandemic, including without limitation, that Guest could contract COVID-19 from (a) interactions with others who are infected with the virus, including other guests of the Hotel or Hotel Representatives (as defined below), and/or (b) from contact with surfaces in the Hotel contaminated with the virus. Contracting COVID-19 could result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death. Guest knowingly and freely assumes all such risks, both known and unknown, relating to entering the Hotel property, being a guest at the Hotel, having use of Hotel common amenities and physical spaces, and occupying one or more Hotel guest rooms.
2. Release. Guest hereby forever releases, waives, relinquishes, and discharges the Hotel, along with its officers, directors, managers, officials, trustees, agents, employees, or other representatives, and its successors and assigns (collectively, the “*Hotel Representatives*”), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, related to or involving COVID-19 (collectively, “*Damages*”) as a result of Guest entering the Hotel property, being a guest at the Hotel, having use of Hotel common amenities and physical spaces, and occupying one or more Hotel guest rooms, including but not limited to those related to the above described personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any Hotel Representatives or any other person, except for gross negligence or willful misconduct on the part of the Hotel or Hotel Representatives.
3. Covenant Not to Sue; Indemnification. Except in the circumstance of gross negligence or willful misconduct by the Hotel or any Hotel Representatives, Guest further promises not to sue the Hotel or any Hotel Representatives, and agrees to indemnify and hold them harmless from any and all Damages resulting from Guest entering the Hotel property, being a guest at the Hotel, having use of Hotel common amenities and physical spaces, and occupying one or more Hotel guest rooms.

READ CAREFULLY.

BY SIGNING THIS DOCUMENT YOU MAY GIVE UP IMPORTANT LEGAL RIGHTS.

Each person identified below is a party to the same Hotel reservation and has separately read, reviewed, and agreed to the terms and conditions of the foregoing Waiver and Release of Liability Related to COVID-19. In the case of any person who is under the age of 18 or is subject to legal guardianship, such review and agreement has been attested to and executed on such person's behalf by his/her parent or legal guardian, respectively.

Print Name of Guest 1 _____
Last First MI

SIGNATURE: _____ DATE: _____

Print Name of Guest 2 _____
Last First MI

SIGNATURE: _____ DATE: _____

Print Name of Guest 3 _____
Last First MI

SIGNATURE: _____ DATE: _____

Print Name of Guest 4 _____
Last First MI

SIGNATURE: _____ DATE: _____

Print Name of Guest 5 _____
Last First MI

SIGNATURE: _____ DATE: _____

Print Name of Guest 6 _____
Last First MI

SIGNATURE: _____ DATE: _____

If more than six persons are part of the same Hotel reservation, a separate Waiver and Release of Liability Related to COVID-19 will be supplied for their review and execution.

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